

# Contract

# Agreement

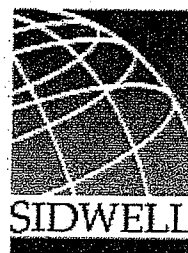


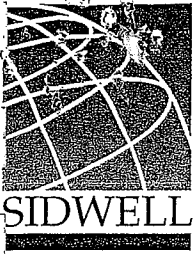
to provide  
professional GIS services

between:

**ELKHART COUNTY,  
INDIANA**

and:





May 25, 2004

Mr. David Hess  
Elkhart County Auditor  
117 N. 2<sup>nd</sup> Street  
Goshen, Indiana 46526

Dear Dave,

I am pleased to provide you with the enclosed contract document for professional GIS services. Staff of The Sidwell Company welcome the opportunity to migrate your GIS project to the geodatabase format, provide GIS parcel maintenance training, parcel maintenance for a portion of the county to bring it up-to-date, and other services to help Elkhart County take the next step to use and deploy your GIS.

I trust you will find the contract consistent with your understanding of services to be provided based on our meetings and telephone conference calls. We have reviewed and approved contract language provided by the Elkhart County Attorney and have inserted it into this contract.

Please sign and date both copies of the contract. Return one copy to us and keep the other copy for your files.

Thank you for your interest in Sidwell's services. We appreciate your business and look forward to working with you on your GIS project. Please contact me if you have any questions or comments regarding the contract or our services at 630-549-1075 or [jwest@sidwellco.com](mailto:jwest@sidwellco.com).

Sincerely,

Joyce West  
GIS Account Manager

**THE SIDWELL COMPANY**  
*GIS & Mapping Solutions*

675 Sidwell Court • St. Charles, Illinois 60174-3492 • Phone: 630.549.1000 • Fax: 630.549.1111  
[www.sidwellco.com](http://www.sidwellco.com)

## CONTRACT AGREEMENT



PUTTAMBAH COUNTY  
INDIANA

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## CONTRACT AGREEMENT

### CONTRACT AGREEMENT

THIS AGREEMENT entered into this 14th day of JUNE, 2004 between THE SIDWELL COMPANY, St. Charles, Illinois, hereinafter called "The Sidwell Company" and "Sidwell" interchangeably, party of the first part, and ELKHART COUNTY, INDIANA, a municipal corporation, hereinafter called "Elkhart County" and "County" interchangeably, party of the second part, WITNESSETH:

THAT WHEREAS, The Sidwell Company is in the business of providing Geographic Information Systems, Aerial Photography, Cadastral Mapping and Related Professional Services for various governmental agencies in the United States; and

WHEREAS, Elkhart County is desirous of having The Sidwell Company provide Geographic Information Systems, Geographic Information System Software and Training, Cadastral Mapping and Related Professional Services;

NOW, THEREFORE, in consideration of the mutual agreements hereinafter made, the recitals of fact hereinabove set forth, and other good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows;

### OVERVIEW

Elkhart County has contracted for and received a cadastral GIS data set. It is our understanding that the data is in coverage format and represents the most current information. Coverages were the premier format for storing GIS data for over 15 years. However, they no longer represent the forefront of GIS technology. ESRI now focuses on the Geodatabase as the preferred format for storing and editing GIS data. In fact, coverages can no longer be edited in the latest release of ArcMap, which is the current ESRI flagship environment for editing, displaying and analyzing GIS data. The only tools available for editing coverages are legacy ESRI products including workstation ArcEdit and older versions of ArcMap.

Our goal is to move Elkhart County to cadastral map maintenance, analysis, and a display environment that is focused on the Geodatabase. In a Geodatabase, map graphics and tabular data are stored as tables in the same database, unlike older GIS formats. The Geodatabase comes in two flavors: personal and enterprise.

An enterprise Geodatabase utilizes ArcSDE from ESRI and a commercially available database product such as Microsoft SQL or Oracle. The enterprise Geodatabase enhances data management and security, supports multiple, concurrent-editing sessions, provides versioning of the database, and is appropriate for counties with a parcel count of greater than 35,000 parcels. The personal Geodatabase uses a Microsoft Access Database to store the GIS data and supports single-user editing.

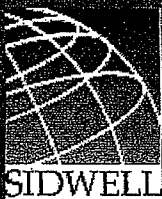
The plan for Elkhart County, at this time, is to geographically divide the county's GIS data, including approximately 84,000 parcels, into two or more personal Geodatabases. When Elkhart County is ready to add appropriate server hardware and purchase ArcSDE and a commercial database product, Sidwell can implement an enterprise Geodatabase for the County.

### TECHNICAL TASKS TO BE PERFORMED

#### GEODATABASE DESIGN

The Geodatabase is a powerful and flexible format for managing spatial data. There are countless ways to structure and organize information within a Geodatabase. However, there is no single data model that is appropriate for every installation. A Geodatabase design is the result of balancing the cartographic needs of the

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## CONTRACT AGREEMENT



E L K H A R T C O U N T Y  
I N D I A N A



mapping user base with the spatial analysis needs of the GIS community. Map maintenance workflows must be balanced against needs for map publication, data integration, and analysis exploitation.

At Sidwell, we have a good understanding of the cadastral data that currently resides within the Elkhart County GIS project through our long-term client relationship. In 1978, Sidwell created the Elkhart County tax parcel mapping system. We have provided tax parcel map information to the public through the SidwellMaps Web site and Lease Book Atlases since 2001. So, we understand your GIS project data and your expectations for map publication, data integration, and analysis.

The data model proposed for this project is designed specifically for maintaining cadastral data residing in a Geodatabase. The management of coincident features has been a challenge in map maintenance environment for many years. If a lot boundary lies on top of a parcel boundary, which lies on top of a subdivision boundary how many times should that common boundary be drawn? In the current Elkhart map maintenance data model, these common boundaries are expressed as single lines carrying multiple attributes. Our tagged data model carries this approach through to the Geodatabase and Parcel Editor introduces tools with which to maintain these relationships. This common boundary is drawn once, and all polygon feature classes, which utilize that common boundary, are derived after it is drawn. That's what the tagged linear editing model is; it lets one line carry multiple definitions and derive the shared polygons when you are finished.

Editing within the Geodatabase tagged linear model reduces the amount of GIS expertise that the cadastral mapper must have, thus allowing them to focus on their primary task — to create an accurate representation of the intent of the source land records document within the GIS.

### CONVERT EXISTING DATA INTO A GEODATABASE

All GIS data residing in the cadastral map coverages provided by Elkhart County will be converted into Geodatabase feature classes.

### QUALITY ASSURANCE/QUALITY CONTROL

After data is converted into a Geodatabase, it will be visually checked to ensure spatial consistency with the source data coverages. While minor changes on text appearance are an inevitable result of a significant format change, we will ensure that clarity and cartographic rules are respected.

Feature tag assignments of each feature will be confirmed against a style set that is created for this project. By rendering the cadastral data against the project style set, items that are inappropriately tagged will be identified.

We will utilize the topology engine within ArcMap to identify free-end points and geographic coincidence to the county data features.

We will confirm that all parcels have a valid parcel number associated with them, as compared to the parcel numbers included in the source coverage data.

The resulting data set will be tested against Parcel Editor to ensure that it is appropriately structured for use in this software environment.

While these steps will allow us to validate the data conversion process, they will not focus on confirming the accuracy of the cadastral data. The scope of this project is to structure and convert existing data into a Geodatabase. If the county determines that there are significant inconsistencies in the data accuracy, we are well positioned to address these issues under separate agreement.



### CREATE AN EFFICIENT MAP MAINTENANCE ENVIRONMENT

The software components of this solution are as follows:

ArcGIS 8.3 at the ArcEditor or ArcInfo licensing level will be the mainstay of the map maintenance workflow. Since the county already has ArcGIS 8.2 installed and is under a software maintenance contract with ESRI, there will be no cost to upgrade to ArcMap 8.3. Additional editing stations may require additional software purchases from ESRI, depending on the availability of the county's current ESRI licenses.

Sidwell will provide two seats of Parcel Editor software. The purchase price of Parcel Editor includes the first year of software maintenance. We have included one year of premium software support provided directly by Sidwell. This provides the county with direct access to our help desk and analyst staff to assist you through software and mapping issues. This service is separate from a software maintenance contract that should be maintained with NovaLIS, which provides for software updates and access to their help desk.

Sidwell will also provide a network license of Construx™ software. Construx includes the ability to create a new parcel number and directly link it to the Geodatabase through simple drag and drop functionality. A detailed description of this software can be found in the appendix of this document.

### PROVIDE TRAINING ON THE USE OF ARCMAP AND PARCEL EDITOR

Sidwell will provide training that is targeted towards preparing county mapping staff to efficiently maintain their cadastral maps within ArcMap 8.3 and Parcel Editor.

Based on our interaction with the Auditor's mapping staff, it is apparent that proficiency with ArcMap already exists. Therefore, we will forego the usual introductory training on the use of ArcMap and provide training focused on addressing software functions that are new to the county staff. This training program will consist of three phases.

#### Phase 1: Editing in ArcMap

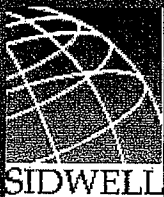
Most generic ArcMap classes focus on data inquiry and analysis. This training session will focus on use of ArcMap's map editing tools. These tools are scattered amongst several portions of the user interface, and some are available only from the ArcMap customize toolbox. We will work through the use of these map-editing tools and introduce the ArcMap topology engine, which is used to enforce business rules and ensure data integrity during the map editing process.

#### Phase 2: Parcel Editor

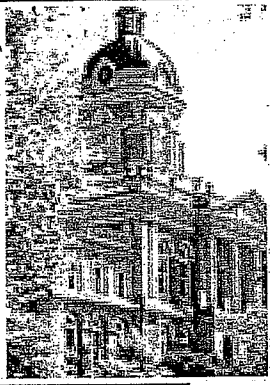
Parcel Editor adds dozens of new functions to ArcMap for the purpose of maintaining cadastral maps. We will provide three days of on-site training on the use of Parcel Editor. This training will be taught by a certified Parcel Editor trainer from our staff, but will focus on the portions of Parcel Editor that your staff is most likely to use on a daily basis.

#### Phase 3: Advanced Cadastral Editing

This phase of training takes place a few weeks after the first two phases. We will ask your staff to set aside unusually difficult map maintenance scenarios as they begin maintaining your maps in a Geodatabase. During this final training phase, we will not work from a pre-defined script. Instead, we will work through your most difficult mapping problems with you. The instructor will be a senior mapper from our own production facility, most of whom have more than 20 years of mapping experience.







## DATA INTEGRATION

Sidwell will create VBA scripts within Microsoft Access that will import and organize tax data tables that are populated from periodic downloads of tax data provided by the county's in-house tax system. As part of this process, the resulting tables will be structured and indexed to optimize their use within the GIS. Views will be created that group data into logical user-friendly subsets. We will work with county staff to associate this data with the cadastral Geodatabase.

## GIS IMPLEMENTATION CONSULTING

The scope of this project addresses several priority items involved in deployment of a GIS in Elkhart County. Specifically, it is focusing on data currency, data format, and map maintenance workflows. After these items are addressed, the county will be positioned to move ahead with GIS implementation at an integrated enterprise level. This contract task is included to provide the county with a bank of hours to assist the county in development of its technical implementation plan to deploy the GIS throughout the county.

Sidwell will provide senior level technical staff to spend 19 hours of on-site time working with the IT Director, GIS Coordinator and other pertinent county office holders and department heads for the purpose of identifying strategies for GIS deployment. Technical and organizational hurdles will be identified.

## COMPUTER HARDWARE AND SOFTWARE

No computer hardware components are included in this contract. We have included two licenses for Parcel Editor, one license of Sidwell's Construx™ software and a site license for Sidwell's GIS MapPlotter™ software. The County must also upgrade its software to ArcEditor or ArcInfo 8.3. If needed, ArcView, ArcView extensions, and ArcIMS are available from Sidwell.

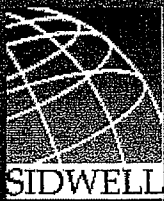
## CADASTRAL MAP MAINTENANCE

During the years encompassing conversion of cadastral data and subsequent delivery of the cadastral GIS data set, Elkhart County has been unable to keep up with the maintenance of the data set due to a cumbersome workflow with inadequate parcel maintenance tools. Therefore, the County has about one year of cadastral maintenance backlog including approximately 2,800 parcels.

Sidwell will utilize our fully staffed cadastral map maintenance department and work cooperatively with Elkhart County to update the cadastral GIS data set after it is converted to the personal Geodatabase format. We recommend dividing the county into a North Half and a South Half for cadastral maintenance. The North Half will include the following townships: Cleveland, Oslo, Washington, York, Baugo, Concord, Jefferson, and Middlebury. The South Half will include the following townships: Olive, Harrison, Elkhart, Clinton, Locke, Union, Jackson, Benton.

Sidwell proposes to work on maintenance of the South Half with Elkhart County staff working on maintenance of the North Half until the backlog is caught up. If an alternative backlog maintenance scenario is desired, we require that update areas be defined as complete township areas to avoid the potential of conflicting updates. (We recognize that some of the townships along the north and the west sides of Elkhart County are not comprised of 36 sections of land, but for our purposes, they will be treated as "complete townships.")

An estimated cost for cadastral maintenance of the South Half of Elkhart County is included on the spreadsheet; however, this service will be invoiced on a time and materials basis.



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Elkhart County will be responsible to provide the following resources to Sidwell:

- Source documents to be used to update the GIS cadastral data set including: a copy of the recorded instrument, the county's change record form, and the reference map copy as assembled in the Elkhart County Auditor's Office.
- A digital copy of the tax roll for the townships to be updated.
- A digital copy of new subdivision plats in AutoCAD format where available.
- A digital copy of the existing rectangular plat book page grid and the grid of sections.

The Sidwell Company will be responsible to provide the following professional services and deliveries to Elkhart County:

- Delivery of geographic extents of updated GIS cadastral data in Geodatabase format.
- Return of all source documents and data used for GIS cadastral updating.
- Assignment of new parcel numbers per instruction from the Elkhart County Auditor's Office.

### SIDWELL'S GIS MAPPLOTTER™

Cartographic output is important to many users of cadastral data. Creation of a hard copy map solution includes the following:

Map grid indexes will be created that define the extents of each map page. We will create a separate grid index polygon feature class for each map scale (1" = 100' and 1" = 400'). Each individual polygon will represent a map page and will carry attributes that are specific to that map page (page number, township and range, etc.)

A template will be created for each map scale that will include the map frame and all marginalia that are static between map pages. Variable place holders will be included that will be substituted with the attributes from the appropriate page polygon to automatically create each individual map page with a custom map title.

Vbscript code snippets will be provided that will format labels into multi-line text where appropriate to optimize plotting results.

We will provide Sidwell GIS MapPlotter software, software support, and training. A detailed description of this software can be found in the appendix of this document.

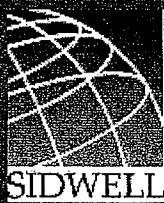
### ESTIMATED FEES

**A detailed pricing spreadsheet can be found on page 7 of this contract agreement.**

Our fees will be based on actual labor hours, expenses and direct costs incurred. Labor fees will be computed based on the following hourly rates:

<b>On-Site GIS Analysts:</b> .....	<b>\$ 130.00</b>
<b>In-House GIS Analysts:</b> .....	<b>\$ 110.00</b>
<b>In-House GIS Production</b> .....	<b>\$ 85.00</b>
<b>Travel Time:</b> .....	<b>\$ 85.00</b>

On-site travel expenses will be computed based on a \$ 150.00 per day, per person rate.







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## IMPLEMENTATION SCHEDULE

Geodatabase design, data migration, parcel map maintenance, and Parcel Editor training is planned as a 1 week project based on the following assumptions:

- All maintenance coverages will be available to Sidwell immediately upon receiving authorization to proceed. Our timeline will not begin until we receive all data from the county.
- The maintenance coverages are found to be in good working condition. This scope of services assumes that the data set is complete, correct, and edge matched.
- All necessary hardware will be in place and fully operational as requested by Sidwell's technical staff.
- All necessary third party software will be licensed and available as requested by Sidwell's technical staff.
- Sidwell will have the necessary security rights to perform our assigned tasks upon arrival at the county for on-site support visits.

Scheduling delays will result if any of these assumptions are not realized.

## USE OF TRAINING DAYS

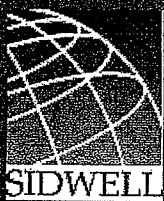
The Geodatabase conversion and cadastral map maintenance project is planned for completion by December 31, 2004. There are 8 days of on-site training included with this contract. This training will be provided in phases over the duration of the contract. The Sidwell project manager working together with the County project manager will plan for training at appropriate times during project implementation. If all 8 training days are not used by the end of the project, Sidwell will extend the use of the remaining training days for up to 6 months after December 31, 2004 with planning and scheduling. All training and professional services rendered after June 30, 2005 will be provided at our prevailing professional services rates.

## INVOICING POLICY

Portions of this contract include items that are categorized as "cost estimates", while others include fixed fees for goods and services. Geodatabase conversion and cadastral map maintenance are cost estimates. We use cost estimates to indicate items wherein fixed fees are not feasible because of the number of variables beyond our control that can affect the final cost. Our estimates are made in good faith. We expect to meet these estimates and in the vast majority of cases we do meet them. However, because we are working with digital data that has been created and manipulated by organizations other than Sidwell, we cannot guarantee what we will find until we begin working with the data sets.

We will not invoice the county for an amount exceeding the total cost estimate for the project without receiving previous authorization from the county. If we determine that our estimates are not being met, we will discuss the causes and provide you with revised estimates to completion before proceeding.

The cadastral map maintenance services will be invoiced based on parcels added and parcel deleted on a time and materials basis.



**Sidwell Professional Services Estimator**

	In-House Hours	On-site Hours	Travel Hours	Costs	Labor Category	Subtotals	Category Subtotals	Project Sub-Totals
<b>GIS Geodatabase Conversion and Maintenance Solution</b>								
<b>Technical Services</b>								
Convert coverage project into a tagged data model (No Suggestions)	210.00				\$	\$23,100.00	\$23,100.00	
<b>Software Purchases and Support</b>					\$			
Parcel Editor purchase - first seat				\$2,245.00	\$	\$2,245.00		
Parcel Editor - one additional seat				\$1,345.00	\$	\$1,345.00		
Parcel Editor software maintenance (annual) - paid to NovaLIS					\$	\$0.00		
Sidwell help desk support for Parcel Editor & all Sidwell software (annual)				\$1,200.00	\$	\$1,200.00		
Construx software purchase				\$3,000.00	\$	\$3,000.00		
Software maintenance on Construx (annual)				\$0.00	\$	\$0.00		
							\$7,790.00	
<b>Installation and Training</b>								
Write data import scripts to move tax and appraisal data export into an MDB	24.00		0.00	\$0.00	\$	\$2,640.00		
Install and test data integration scripts, connect to GIS, test integration		8.00	5.60	\$150.00	\$	\$1,666.00		
Sidwell and Parcel Editor software installation and configuration on two stations		8.00	5.60	\$150.00	\$	\$1,666.00		
ArchMap training, focused on cadastral editing	4.00	16.00	5.60	\$300.00	\$	\$3,296.00		
Cadastral editing in Parcel Editor	4.00	24.00	5.60	\$450.00	\$	\$4,486.00		
Map editing advanced training	8.00	16.00	5.60	\$300.00	\$	\$3,756.00		
Training on Construx Lite	2.00	8.00	5.60	\$150.00	\$	\$1,886.00		
							\$19,376.00	
<b>Administration</b>								
Project management	20.00	8.00	5.60	\$150.00	\$	\$3,866.00		
							\$3,866.00	
<b>GIS Implementation Consulting</b>					\$			
GIS implementation consulting services	48.00	19.00	11.20	\$650.00	\$	\$9,352.00		
							\$9,352.00	
<b>GIS Geodatabase Conversion and Maintenance Solution Subtotal</b>								\$63,484.00
<b>Map Maintenance</b>								
Perform map maintenance on 1,171 parcels for the South half of the county.			0.00	\$37,422.00	\$	\$37,422.00		
Project management	12.00	8.00	5.60	\$150.00	\$	\$2,986.00		
							\$40,408.00	
<b>Map Maintenance Subtotal</b>								\$40,408.00
<b>Plotting Support</b>								
Create grid indexes for plotting solution					\$	\$6,160.00		
Sidwell GIS MapPlotter	56.00			\$4,485.00	\$	\$4,485.00		
Software support on Sidwell GIS Map Plotter				\$0.00	\$	\$0.00		
Training on Sidwell GIS Map Plotter	4.00	16.00	5.60	\$300.00	\$	\$3,296.00		
Project management	8.00	4.00	5.60	\$75.00	\$	\$1,951.00		
							\$15,892.00	
<b>Plotting Support Subtotal</b>								\$15,892.00
<b>Performance Bond</b>								
							\$1,170.00	
<b>Total</b>	400.00	135.00	67.20	\$1,170.00		\$1,170.00	\$120,954.00	\$120,954.00
	\$44,000.00	\$17,550.00	\$5,712.00	\$3,692.00		\$5,712.00	\$120,954.00	\$120,954.00

**AFFIDAVIT OF EQUAL OPPORTUNITY**

As a condition of continuing a contractual or business relationship with Elkhart County, State of Indiana, it is hereby certified that The Sidwell Company or contracting organization agrees to provide equal employment opportunity to all employees and applicants, and will not discriminate against any employee or applicant for employment because of race, color, religion, sex (except where sex is a bona fide occupational qualification) or national origin. This shall include handicapped persons, disabled veterans, Viet Nam veterans and persons of any political affiliation. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rate of pay or other form of compensation; and selection for training, including apprenticeship. The Sidwell Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination policy.

In signing this affidavit, the bidder or The Sidwell Company further certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments; and that he will not permit his employees to perform their services at any location under his control, where segregated facilities are maintained.

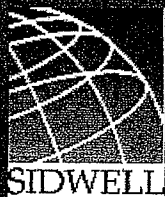
The bidder, offeror, applicant, or The Sidwell Company agrees that a breach of this certification is a violation of this Equal Opportunity Affidavit. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, sex (except where sex is a bona fide basis for segregated facilities), or national origin, including handicapped persons, disabled veterans, Viet Nam veterans and persons of any political affiliation, because of habit, local custom or otherwise.

On behalf of this organization, I hereby certify that compliance with the above equal opportunity policy is now and will continue to be maintained.

**THE SIDWELL COMPANY**

Neal Carpenter  
Executive Vice President

ELKHART COUNTY  
INDIANA



# CONTRACT AGREEMENT

## INDEPENDENT CONTRACTOR ADDENDUM

THIS ADDENDUM is made and entered into the 14 day of June, 2004 by and between The Sidwell Company (hereinafter referred to as "Sidwell") and the County of Elkhart, Indiana (hereinafter referred to as "Elkhart County");

WITNESSETH:

WHEREAS Sidwell and Elkhart County are parties to a certain Contract Agreement dated the 14 day of June, 2004 in which Sidwell is to provide professional GIS Services to Elkhart County;

WHEREAS this Addendum is to be attached to and become a part of the Contract Agreement governing Sidwell's provision of professional GIS services to Elkhart County;

NOW, THEREFORE, in consideration of the premises and the agreements of the parties contained herein, it is mutually agreed by and between Sidwell and Elkhart County as follows:

1. **SERVICES AND TIME FOR PERFORMANCE.** All services, deliverables, and obligations of Sidwell under the Contract Agreement shall be completed, provided, and performed no later than December 31, 2004. With respect to parcel map maintenance services, those services, deliverables, and obligations of Sidwell shall be completed, provided, and performed no later than sixteen (16) weeks after notice to proceed is provided by Elkhart County to Sidwell and all source documents and data to be used to update the GIS cadastral data set are received by Sidwell.
2. **TIME DEVOTED TO WORK.** In the performance of the services and assistance under the Contract Agreement, the hours Sidwell is to work on any given day for Elkhart County will be entirely within Sidwell's control. It is understood and acknowledged by Sidwell and Elkhart County that the services and assistance to be provided under the Contract Agreement are as estimated on the detailed pricing spreadsheet attached to the Contract Agreement although the actual hours and times when such services will be provided is in the control of Sidwell.
3. **PAYMENT AND CLAIMS.** Sidwell shall be responsible for preparing and presenting to Elkhart County properly itemized claim forms each month designating the services and deliverables provided in the prior month for which payment is expected from Elkhart County. On-site travel expenses will be based upon actual expenses with receipts or other supporting expense documentation provided to Elkhart County subject to and limited by a One Hundred Fifty Dollar (\$150.00) per day, per person rate. Such claims shall be subject to the regular claims review and processing procedures utilized by Elkhart County and as provided by state statute. Payment shall be made in arrears for services and deliverables satisfactorily performed and provided subject to a ten percent (10.00%) retainage. Retainage shall be released within thirty (30) days after Elkhart County's review, satisfactory testing, and acceptance of all services and deliverables.
4. **RELATIONSHIP OF PARTIES.** The means, manner, and method of performance of the services required by the Contract Agreement shall be within the control and discretion of Sidwell. It is understood and agreed between the parties that Sidwell is an independent business providing professional services to Elkhart County and is an independent contractor in the performance of each and every part of the Contract Agreement. No agent, employee, or servant of Sidwell or Elkhart County shall be or shall be deemed to be the employee, agent, or servant of the other party. None of the benefits provided by Sidwell or Elkhart



ELKHART COUNTY  
INDIANA



## CONTRACT AGREEMENT

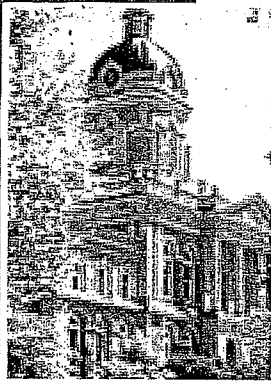
County to their respective employees, including, but not limited to workmen's compensation insurance unemployment insurance, and benefits are available to the employees, agents, or servants of the other party. In no event shall Elkhart County be responsible or liable for any debts, liabilities, or other obligations of Sidwell.

5. **NON-SOLICITATION OF EMPLOYEES.** During the term of the Contract Agreement and for a period of one (1) year thereafter, Sidwell shall not solicit any employee of Elkhart County to leave the employment of Elkhart County. Elkhart County hereby agrees to the same limitations with respect to the employees of Sidwell.
6. **QUALITY ASSURANCE/QUALITY CONTROL.** While Sidwell does not warrant nor guarantee the accuracy and consistency of Elkhart County's existing cadastral GIS data set, Sidwell does warrant and represent that its services and data conversion process will produce an accurate and valid conversion of the existing Elkhart County GIS cadastral data into a functioning GIS Geodatabase. For example, Elkhart County understands and expects that if a particular error is resident in its existing cadastral GIS data set, that Sidwell's conversion into a GIS Geodatabase will contain the same error; Sidwell's warranty and representation is to assure Elkhart County that the conversion of the existing Elkhart County GIS cadastral data into a GIS Geodatabase will not corrupt the existing data and will not introduce additional errors or errors that are not currently residing in Elkhart County's existing cadastral GIS data set. With respect to parcel map maintenance services and GIS MapPlotter and plotting support services, Sidwell further warrants and represents that its services will produce accurate and valid updated GIS data sets for those areas of Elkhart County for which it is assigned responsibility for map maintenance work and accurate and valid hard copy map solutions with respect to map plotting and plotting support services. Elkhart County shall have forty-five (45) days after services are completed, deliverables provided, and training completed for testing and acceptance. If any services or deliverables are not accepted by Elkhart County, Sidwell shall be responsible for correcting any deficiencies in its work in order to satisfy the performance and warranty standards stated herein.
7. **LICENSES, WARRANTIES AND REPRESENTATIONS.** Sidwell warrants and represents that it has the authority to license to Elkhart County the software products to be provided pursuant to the Contract Agreement. Sidwell agrees to defend, hold harmless, and indemnify Elkhart County from any claims, demands, actions, causes of action, liabilities, obligations, penalties, fines, costs, expenses, and reasonable attorney fees incurred or suffered by Elkhart County as a result of any breach of this license warranty.
8. **CONSTRUCTION AND APPLICABLE LAW.** The Contract Agreement and this Addendum shall be construed so as to be valid and enforceable. Each provision shall be construed as separate, to the end that if any part of it shall be held invalid for any reason, the remainder shall continue in full force and effect. The Contract Agreement and this Addendum shall be governed by and shall be construed in accordance with the laws of the State of Indiana without resort to conflict of law principles. Venue and jurisdiction of any claim or dispute shall be exclusively in the state or federal courts in the State of Indiana.
9. **ASSIGNMENT.** Sidwell shall not assign nor subcontract the whole or any part of the Contract Agreement without Elkhart County's prior written consent.
10. **INDEMNIFICATION AND INSURANCE.** Sidwell agrees to defend, indemnify, and save harmless Elkhart County and its elected officials, officers, appointees, employees, agents, and representatives from any and all claims, demands, actions, and causes of action of any nature whatsoever which may arise from or be

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attributable to Sidwell's performance, non-performance, breach, or violation of the Contract Agreement or which may arise from or be attributable to the actions and omissions of Sidwell's employees, agents, and representatives. If required by Elkhart County:

A. Sidwell shall obtain professional liability insurance in a minimum amount of One Million Dollar (\$1,000,000.00) which insurance shall name Elkhart County as an additional insured. Sidwell shall also obtain public liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) which insurance shall name Elkhart County as an additional insured. Sidwell warrants that it shall maintain such professional and public liability insurance in effect during the term of the Contract Agreement; or

B. Sidwell shall provide Elkhart County a performance and payment bond assuring the full and adequate performance of the Contract Agreement and this Addendum executed by Sidwell and a surety licensed to do business in the State of Indiana.

The cost for providing such liability insurance or a performance and payment bond shall be the responsibility of Elkhart County and an additional fee under the Contract Agreement; provided, however, that such cost shall not exceed One Thousand One Hundred Seventy Dollars (\$1,170.00).

11. **DEFAULT AND REMEDIES.** In the event that either party defaults in the performance of the obligation required under the Contract Agreement or this Addendum, the non-defaulting party may terminate upon thirty (30) days written notice to the defaulting party specifying the default and its intent to terminate. In the event the defaulting party fails to cure the default within said thirty (30) day period, then the Contract Agreement and this Addendum shall terminate without further liability on the part of the non-defaulting party. Such termination, however, shall not foreclose the non-defaulting party from recovering any legal or equitable relief for the default of the defaulting party. The non-defaulting party shall also be entitled to recover its enforcement or collection costs including reasonable attorney fees.
12. **NOTICE.** For purposes of administering the Contract Agreement and this Addendum, Sidwell and Elkhart County shall each appoint a Contract Liaison. Any notices required by the Contract Agreement or this Addendum shall be given to the Contract Liaison either personally or at their respective mailing address as hereinafter stated, which notices shall be given in writing and any such notice shall be effective upon receipt if personally given or upon deposit by certified mail with return receipt requested in the United States Postal Service with proper postage prepaid as follows:

ELKHART COUNTY CONTRACT LIAISON:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIDWELL CONTRACT LIAISON:

\_\_\_\_\_  
Neal Carpenter

\_\_\_\_\_  
Executive Vice President

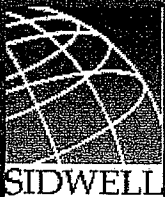
Elkhart County and Sidwell may change their appointed Contract Liaison as named above by providing written notice of such change to the other party in accordance with the notice provisions of this paragraph.



## CONTRACT AGREEMENT



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13. ENTIRE AGREEMENT. The Contract Agreement and this Addendum contains the entire agreement of the parties and supercedes all prior discussions, negotiations, proposals, undertakings, and agreements regarding the services and assistance to be provided by Sidwell to Elkhart County. In the event of any conflict between the terms and provisions of the Contract Agreement and this Addendum, the resolution of the conflict shall be governed and determined giving priority and reliance upon: First - this Addendum Second - The Contract Agreement with its accompanying attachments.
14. BINDING AGREEMENT. The Contract Agreement and this Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; subject, however, to the limitations upon Sidwell's assignment as provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

SIDWELL:

THE SIDWELL COMPANY

By: Neal Carpenter

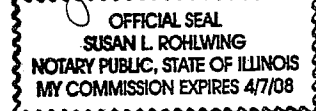
Neal Carpenter, Executive Vice President

NEAL CARPENTER personally appeared and signed before me as an officer and agent of said corporation this

25<sup>th</sup> day of May, 2004

Notary

Susan L. Rohlwing



ELKHART COUNTY:

COUNTY OF ELKHART, INDIANA

By: Phil R. Stiver

Phil R. Stiver, President

By: Philip E. Neff

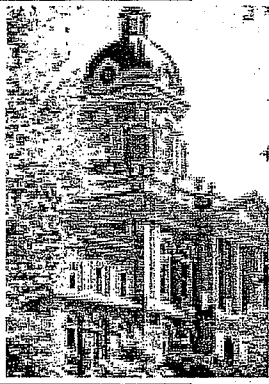
Philip E. Neff

By: Martin A. McCloskey

Martin A. McCloskey

ATTEST:

David L. Hess  
David L. Hess, Elkhart County Auditor



E L K H A R I C O U N T Y  
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## APPENDIX





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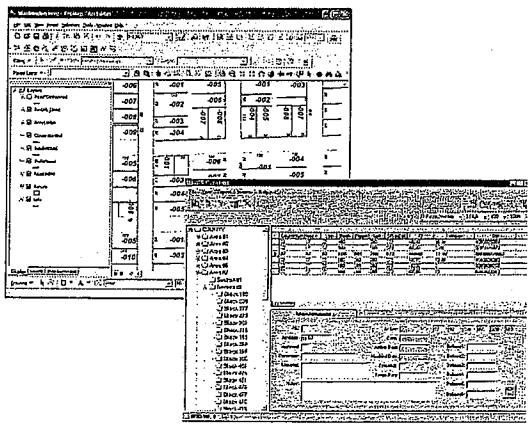
# CONTRACT AGREEMENT

## CONSTRUX™

Construx™ is a software application written at Sidwell for the purpose of managing a cadastral parcel number inventory.

As parcels are managed throughout the map compilation and maintenance process, there are several related processes that have historically resided in separate applications and databases. By managing these tasks with a single application, duplication of effort and data is avoided.

The philosophy behind Construx™ is that a real estate parcel is born on the map. The creation of a new parcel within the GIS should trigger actions across the appraisal and tax cycle enterprise. Since Construx™ stores data in any of several ODBC data sources (including Microsoft SQL Server and Access), these tables are immediately visible to associated appraisal and tax cycle software packages.

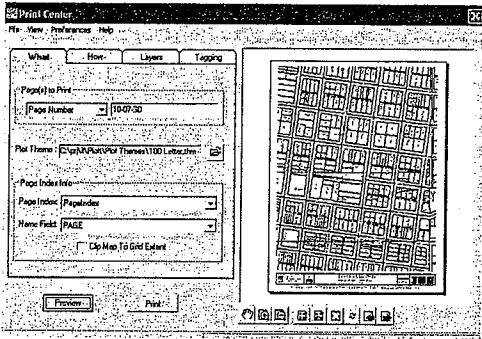


Because it is vital that parcel numbers in the GIS and within the parcel number control system be in sync, we have tightly integrated the two processes. For example, when a new parcel number is created in Construx™, appears with a color indicating that it has not yet been linked to the GIS parcel map. When that parcel associated with the GIS map through simple drag and drop integration, the two databases are permanent connected within the relational database system.

Inconsistent data entry issues are eliminated because the parcel number is entered only once. Discrepancies between the GIS and parcel inventory database are eliminated because the data sets share key fields while Construx™ enforces business rules, which ensure consistency.

## MAPPLOTTER™

MapPlotter™ creates high-quality cadastral maps from within ArcMap. With MapPlotter™, map pages or entire map atlases are selected and printed with just a few mouse clicks.



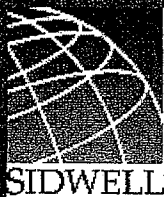
Map pages can be printed individually, or in selected group as a batch process. Map themes are defined and saved which contain specific information about what will be included in the map print and how it will be rendered. Map pages to be printed are selected individually or from a tree view. Each map theme stores the data location, symbology, style set, and plot profile for the maps to be produced.

MapPlotter™ utilizes standard ArcMap map templates, and automatically enters page-specific text into the marginalia of each map. MapPlotter™ allows polygons, lines, points, labels, and annotation to be resymbolized according to a standard ArcMap style set. All map print preparation is accomplished without any change to the current ArcMap map data frame or map layout. The independent ma

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preview window contains navigation tools which allow verification of the rendered map before it is submitted to a printer or plotter. This approach significantly improves map-rendering speed, which reduces the operator's wait time.

MapPlotter™ is designed to operate against feature classes residing in a personal or enterprise ArcSDE geodatabase. Most other data sources that can be displayed within ArcMap are also supported. It is written using ArcObjects as a standard ArcMap iCommand. MapPlotter™ requires ArcMap 8.3 or later (ArcView, ArcEditor, or ArcInfo licensing level), and is tested against Windows 2000 or Windows XP operating systems.

## Sidwell Standard Geodatabase Data Model and Dictionary

Sidwell will deliver all information in ESRI Geodatabase format. The Geodatabase will contain the cadastral data in two forms so that the County can determine how to best maintain the information. First, all feature classes will be delivered as separate entities within a projected feature dataset. Second, the same data will also be delivered in a separate feature dataset that conforms to the Parcel Editor Tagged Linear Editing model, which is optimized for map maintenance and cartographic output purposes. These formats are designed to ensure compatibility with both the generic ArcMap data model and the Parcel Editor cadastral mapping software application.

### *Dual Data Models*

Parcel Editor contains two different but complimentary data editing environments. Each has inherent benefits and limitations. Both tool sets are delivered with the product. The linear editing environment tools and workflows offer a high level of map maintenance productivity by eliminating duplicate line work and offering a CAD-like editing interface. It provides a high level of control over cartographic output. Polygons are built upon demand to support analysis functions.

The spatial editing tools more closely model the real world, wherein parcels reside as polygons and are directly edited as polygons. The need to build polygons as a last editing step is eliminated. However, many established CAD workflows are handled differently, some control over cartographic output is sacrificed, and multiple layers of coincident line work often exist. There is no right or wrong answer, but merely preferences of individuals. As such, we propose to deliver the data formatted for use in both editing environments.

### **Compliance with the ArcParcel Data Model**

The ArcParcel data model is an evolving proposed standard for storing mapping and related land records data within a Geodatabase. The model is designed to be all encompassing, with the expectation that individual users will use the parts of the model that best suit their needs. Our data set is fully compatible with the ArcParcel data model. We will work with the County to determine which portions of the model are relevant to this implementation. Our specific recommendations for content and format of this project are as follows:

### **Deliverable Format #1: Standard Geodatabase Feature Classes**

#### **Polygon Feature Classes**

<b>Feature Class</b>	<b>Attributes</b>
Parcel Boundaries	PIN
Water (lakes, large rivers)	Water Body Name
Subdivision boundaries	Subdivision Name
County Boundary	County Name
Township Boundary	Township Name
Section Boundary	Section Number
City Boundary	City Name

#### **Point Feature Classes**

<b>Feature Class</b>	<b>Attributes</b>
Parcel Number Identifier	PIN, Parcel Acreage
Condominium Unit Identifier	PIN
Water (lakes, large rivers) Identifier	Water Body Name
Subdivision Identifier	Subdivision Name
Condominium Identifier	Condominium Name
Township Identifier	Township
City Identifier	City



### **Linear Feature Classes**

<b>Feature Class</b>	<b>Attributes</b>
Lots	
Right-of-Way Centerlines	Road Names
Right-of-Way Edges	
Railroad Centerline	Railroad Names
Railroad Right-of-Way	
Water (streams)	Water Body Name
Mineral Rights	
Miscellaneous Cartographic Symbols	

### **Annotation Feature Classes**

<b>Feature Class</b>
Parcel Dimensions
Lot Dimensions
Right of Way Dimensions
Subdivision Lot and Block Numbers
Miscellaneous text

### **Deliverable Format #2: Parcel Editor Tag Data Model**

#### **Arc Feature Class**

This feature class houses all of the cadastral data features that may be used to build polygons upon demand. This feature class will contain the following items, each of which will be separated with relationship class pointers to the TAG table. The available features will be selected from those included in the TAGINFO table.

Parcel Boundaries	Lot Boundaries
Water (lakes, large rivers)	Right-of-Way Centerlines
Water (streams)	Right-of-way Edges
Subdivision Boundaries	Railroad Centerlines
Geographic Township Boundary	Railroad Right-of-Way Edges
City Boundary	

#### **Anno Feature Class**

This feature class houses all data that is stored as annotation.

Lot Dimensions
Parcel Dimensions
Right-of-Way Dimensions
Subdivision Lot and Block Numbers
Miscellaneous text

#### **Carto Feature Class**

This feature class houses all data that is used for cartographic presentation and clarity only.

Miscellaneous Cartography
---------------------------

### **Tagged Data Model Geodatabase Design Reference**

While each project has specific needs that have to be addressed during the database design phase, we propose the following data model for a linier editing environment.





The linear editing model relies upon three feature classes (Arc, Anno, and Carto), three relationship classes (LineToTags, AnnoToTags, and CartoToTags), and four tabular objects (Tag, Tag Anno, Tag Carto and Tag Info).

### Arc Feature Class

The Arc feature class contains all of the linear geometry for every entity in your jurisdiction requiring a topological structure. This class has the minimal amount of fields acceptable for use within the Geodatabase structure, with the only additional attribute fields being AlphaTag and ScenarioTags. These fields are populated by the Symbol Renderer and Plot Scenario Administrator tools with a feature code. It is with this code that the linear elements for the Arc feature class layer are symbolized for display and plotting.

Fields	
OBJECTID	Unique record identifier (long integer)
Shape	Shape geometry (long binary data)
ShapeLength	Line length (double)
AlphaTag	Stores the highest priority symbol calculated by Symbol Renderer command. Used as the active symbology attribute for the Arc layer in ArcMap (string)
ScenarioTag	ScenarioTag Stores the highest priority symbol calculated by the Plot Scenario Administrator. Used as the active symbology attribute for the Arc layer when generating a plot (string)

### Anno Feature Class

The Anno feature class contains all of the annotation/text elements for your jurisdiction. This class contains all of the necessary fields for annotation in the Geodatabase structure, with the only additional attribute fields being AlphaTag and ScenarioTags. These fields are populated by the Symbol Renderer and Plot Scenario Administrator tools with a feature code. It is with this code that the linear elements for the Arc feature class layer are symbolized for display and plotting.

Fields <sup>2</sup>	
OBJECTID	Unique record identifier (long integer)
AlphaTag	Stores the highest priority symbol calculated by Symbol Renderer command. Used as the active symbology attribute for the Anno layer in ArcMap (string)
ScenarioTag	Stores the highest priority symbol calculated by the Plot Scenario Administrator. Used as the active symbology attribute for the Arc layer when generating a plot (string)

### Carto Feature Class

The Carto feature class contains additional linear cartographic symbols for your jurisdiction that are not used for topology (i.e. parcel ownership hooks, from-to tics, etc.) This class has the minimal amount of fields acceptable for use within the Geodatabase structure, with the only additional attribute fields being AlphaTag and ScenarioTags. These fields are populated by the Symbol Renderer and Plot Scenario Administrator tools with a feature code. It is with this code that the linear elements for the Carto feature class layer are symbolized for display and plotting.



Fields	
OBJECTID	Unique record identifier (long integer)
Shape	Shape geometry (long binary data)
ShapeLength	Line length (double)
AlphaTag	Stores the highest priority symbol calculated by Symbol Renderer command. Used as the active symbology attribute for the Arc layer in ArcMap (string)
ScenarioTag	Stores the highest priority symbol calculated by the Plot Scenario Administrator. Used as the active symbology attribute for the Arc layer when generating a plot (string)

### Tag Table

The Tag table stores the feature tags attributed to every arc in the Arc feature class. Tag is designed to store every occurrence of a linear feature tag that exists within the data model. This means that if an arc is attributed with four feature tags, four unique records are stored in the Tag table.

Fields	
OBJECTID	Unique record identifier (long integer)
TagValue	Numerical code representing a unique feature (long integer)
TagCollLink	Identifies the arc to which the tag refers. Inherits the value from the OBJECTID field in the Arc feature class (long integer)

### Subtypes

TagValue - used by GDB\_Subtypes object to retrieve the descriptive name of the feature it represents. For example, a TagValue code of 309 would retrieve the name of Parcel Line in the Subtypes table.

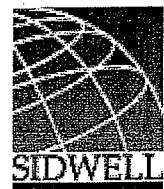
### Tag Anno Table

The Tag Anno table is what stores the feature tags attributed to all annotation in the Anno feature class. Tag is designed to store every occurrence of an annotation feature tag that exists within the data model. This means that if an annotation is attributed with three feature tags, three unique records will be stored in the Tags table.

Fields	
OBJECTID	Unique record identifier (long integer)
TagValue	Numerical code representing a unique feature (long integer)
TagAnnoCollLink	Identifies the arc to which the tag refers. Inherits the value from the OBJECTID field in the Anno feature class (long integer)

### Subtypes

TagValue - used by GDB\_Subtypes object to retrieve the descriptive name of the feature it represents. For example, a TagValue code of 310 might retrieve the name of Parcel Number in the Subtypes table.



### Tag Carto Table

The Tag Carto table is what stores the feature tags attributed to every arc in the Carto feature class. Tag Carto is designed to store every occurrence of a linear feature tag that exists within the data model. This means that if a cartographic symbol is attributed with two feature tags, two unique records will be stored in the Tag Carto table.

Fields	
OBJECTID	Unique record identifier (long integer)
TagValue	Numerical code representing a unique feature (long integer)
TagCartoCollLink	Identifies the arc to which the tag refers. Inherits the value from the OBJECTID field in the Arc feature class (long integer)

### Subtypes

TagValue - used by GDB\_Subtypes object to retrieve the descriptive name of the feature it represents. For example, a TagValue code of 315 would retrieve the name of Parcel Ownership Hook in the Subtypes table.

### Line to Tags Relationship Class

Line To Tags resides within the GDB\_RelClasses object acts as the bridge between the Arc and Tag classes. The class is designed as a one-to-many relationship between Arc and Tag (one arc to many feature tags). The foreign key that binds Arc and Tag is the TagCollLink field in the Tag table.

Field	Value
Name	Line to Tags
OriginClassID	Arc ID (from GDB_ObjectClasses)
DestClassID	Tag ID (from GDB_ObjectClasses)
ForwardLabel	Tags
BackwardLabel	TaggedLines
Cardinality	2 (one-to-many)
Notification	4 (messages sent in both directions)
OriginPrimaryKey	OBJECTID
DestPrimaryKey	OBJECTID
OriginForeignKey	TagCollLink

### Anno To Tags Relationship Class

Anno To Tags resides within the GDB\_RelClasses object acts as the bridge between the Anno and Tag Anno classes. The class is designed as a one-to-many relationship between Anno and Tag Anno (one anno to many feature tags). The foreign key that binds Anno and Tag Anno is the TagAnnoCollLink field in the Tag Anno table.

Field	Value
Name	AnnoToTags
OriginClassID	Anno ID (from GDB_ObjectClasses)
DestClassID	TagAnno ID (from GDB_ObjectClasses)
ForwardLabel	TagAnno
BackwardLabel	Annotation
Cardinality	2 (one-to-many)
Notification	4 (messages sent in both directions)
OriginPrimaryKey	OBJECTID
DestPrimaryKey	OBJECTID
OriginForeignKey	TagAnnoCollLink



### Carto To Tags Relationship Class

Carto To Tags resides within the GDB\_RelClasses object acts as the bridge between the Carto and TagCarto classes. The class is designed as a one-to-many relationship between Carto and Tag Carto (one carto to many feature tags). The foreign key that binds Carto and Tag Carto is the TagCartoCollLink field in the Tag Carto table.

Field	Value
Name	CartoToTags
OriginClassID	Carto ID (from GDB_ObjectClasses)
DestClassID	TagCarto ID (from GDB_ObjectClasses)
ForwardLabel	TagCarto
BackwardLabel	TaggedCarto
Cardinality	2 (one-to-many)
Notification	4 (messages sent in both directions)
OriginPrimaryKey	OBJECTID
DestPrimaryKey	OBJECTID
OriginForeignKey	TagCartoCollLink

### Tag Info Table

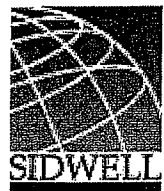
Tag Info is not used in direct relation with the Arc/Tag core of the data model. It is used as a programmatic source of data for the Symbol Renderer tool. Its design mimics the GDB\_Subtypes table by storing the unique feature code and descriptive name. In addition, it houses the priority rank of each feature, used by Symbol Renderer and Plot Scenario Administrator to determine the symbology of arcs and annotation in ArcMap. The descriptive name (SubtypeName) is stored in the Alpha Tag and Scenario Tag fields of the three feature classes.

Fields	
ID	Unique record identifier (long integer)
SubtypeCode	Numerical code representing a feature (long integer)
SubtypeName	Descriptive name for feature (string)
SubtypePriority	Numerical priority rank (long integer)
ActiveStatus	Determines if feature is active as True or False (string)

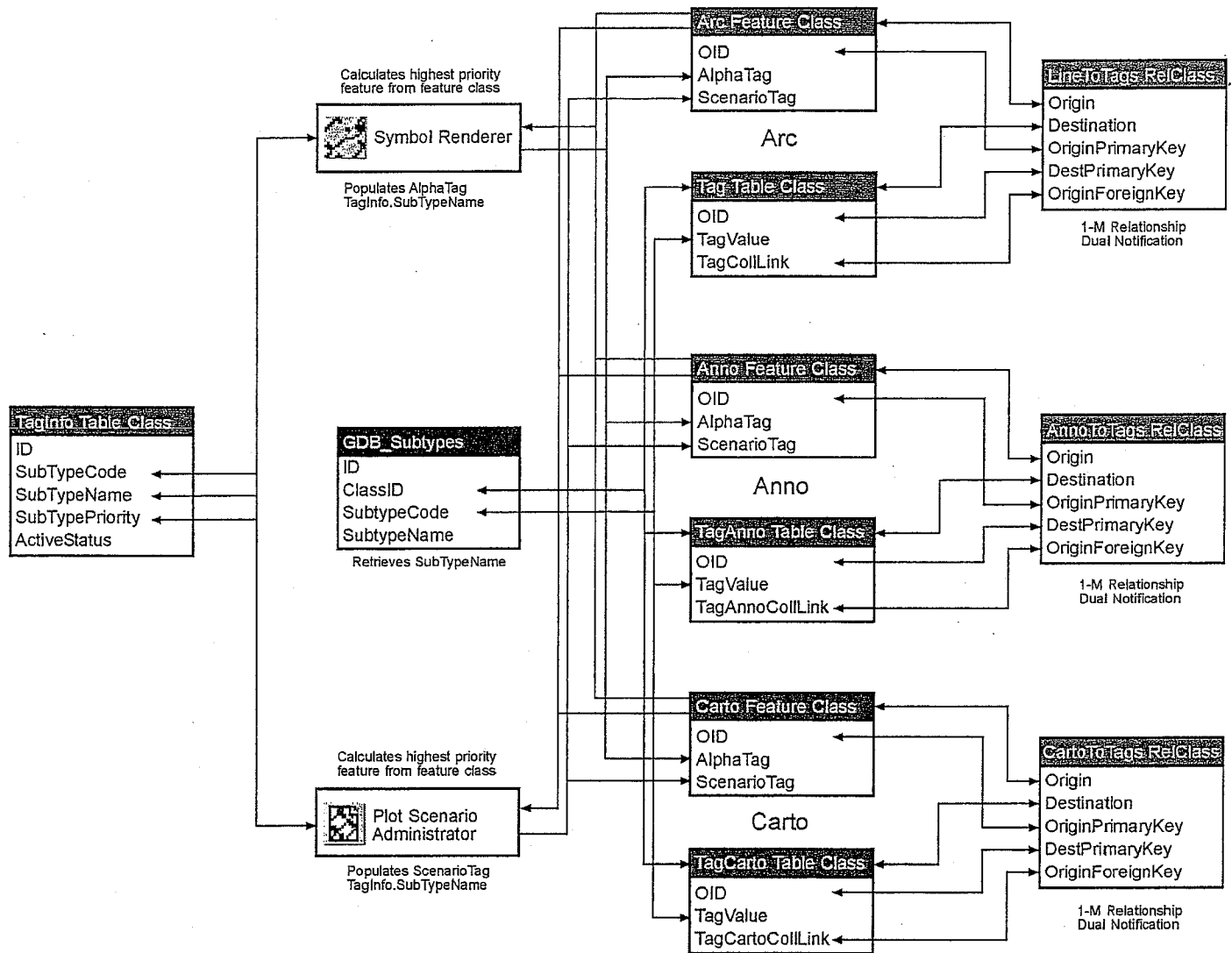
### PlotScenario Table

The PlotScenario table is used to store plotting scenarios created with the Plot Scenario Administrator tool. The table stores the name of the plotting scenarios, and the feature tag codes used to symbolize features when a map book is created.

Fields	
ID	Unique record identifier (long integer)
Name	Name of plotting scenario (long integer)
TagList	Holds a text string of feature tag codes delimited by commas (string)



# Linear Data Model Diagram



## **An Introduction to the Parcel Editor Tagged Editing Model**

The Linear Data Model provides a unique maintenance alternative for parcel-based GIS. Through a process called multiple feature tagging, all linear and topological elements that create the boundaries of your existing features are accounted for in one separate editable feature class. The uniqueness of each line, and the features it represents in the real world, is driven through database attribution. After making changes, existing feature classes can be rebuilt by querying and extracting lines attributed with the appropriate features from the editable layer. This functionality also extends to annotation features that are included in the data model. The linear editing model is a compact, easy-to-use maintenance alternative for completing your workflows in Parcel Editor.

The linear editing model adds seven new object classes to a land parcel Geodatabase. These classes exist for the purpose of maintaining an editable, topologically sound, skeletal framework from which all your linear and polygonal feature classes can be constructed. Historically, this model was developed in a CAD-based software environment. The evolution of this model to function within the architecture of the new ESRI Geodatabase format gives the user a familiar CAD-based maintenance solution within the ArcGIS world.

### **Multiple Feature Tagging**

In the real world, a single line can represent the boundary of several different entities. Take, for example, the northern border of North Dakota. A one-mile stretch of that border functions as an international boundary line (between the U.S. and Canada), a state boundary line, a County boundary line, a township line, a section line, and even a parcel line. In a paper map environment, the northern border will typically be symbolized as an international boundary (due to its level of importance). The reader can correctly assume, however, that the line also represents the boundaries of other entities. As a result of this common perception, cartographers need only draw the line once, and symbolize it with a feature representing its most important function.

It is this cartographic practice that drives the concept of multiple feature tagging in the digital GIS environment. Multiple feature tagging describes the process of attributing, or tagging, a single line with one or more features. Instead of assuming what a line represents in the real world, that intelligence can be given to the line through attribution. In the linear editing model, all linear elements can exist within one data layer because the different feature entities they represent are stored in an attribute table.

### **Benefits**

The most significant benefit of multiple feature tagging is the ability to perform all editing within one linear feature class. This is especially advantageous for completing large maintenance tasks, such as drawing a new subdivision. The linear editing model for multi-featured labor-intensive work flows is easier and faster because you do not have to edit each feature class individually.

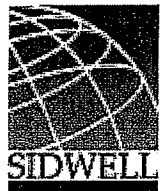
Placing a new subdivision, for example, requires you, at minimum, to account for subdivision boundaries, lot lines, parcel lines, road right-of-ways and centerlines. Editing each of these feature layers individually requires you to unnecessarily duplicate line work across different layers. Instead, you can draw all of the required lines once, and tag each of the lines with the appropriate features. If mistakes are made, there is no need to redo line work in other layers.

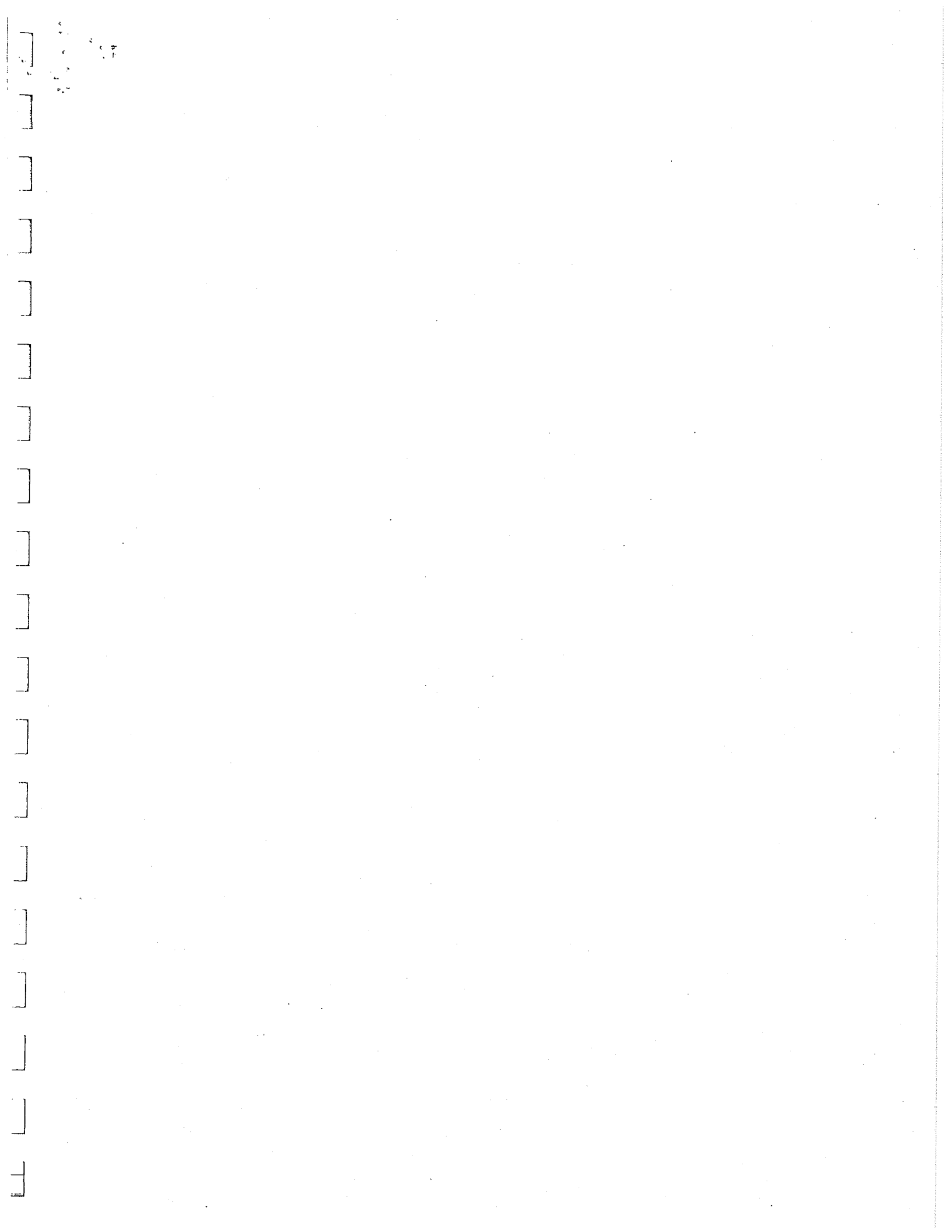
Another benefit to using the linear editing model is the insurance that elements of different feature classes match each other. Because individual feature classes can be built using the same set of lines, features with coincidental boundaries always match each other. Editing individual feature layers with coincident boundaries increases the potential for matching errors due to the fact that one or more lines could be drawn incorrectly. The linear editing model ensures that once a line is drawn, all feature classes built using the same line will successfully match.





In addition to maintenance, the linear editing model provides easy for plotting solutions. Much like the North Dakota example, your linear elements can be plotted using the highest priority feature on each of the lines. By querying the features attributed to each line, the Symbol Render and Plot Scenario Administration tools in ArcMap can determine which feature has the highest priority, and symbolize each line based on that feature.





## INDEPENDENT CONTRACTOR ADDENDUM

THIS ADDENDUM is made and entered into the 14 day of June, 2004 by and between The Sidwell Company (hereinafter referred to as "Sidwell") and the County of Elkhart, Indiana (hereinafter referred to as "Elkhart County");

WITNESSETH:

WHEREAS Sidwell and Elkhart County are parties to a certain Contract Agreement dated the 14 day of June, 2004 in which Sidwell is to provide professional GIS Services to Elkhart County;

WHEREAS this Addendum is to be attached to and become a part of the Contract Agreement governing Sidwell's provision of professional GIS services to Elkhart County;

NOW, THEREFORE, in consideration of the premises and the agreements of the parties contained herein, it is mutually agreed by and between Sidwell and Elkhart County as follows:

1. SERVICES AND TIME FOR PERFORMANCE.

A. Other than Optional Services, all services, deliverables, and obligations of Sidwell under the Contract Agreement shall be completed, provided, and performed no later than the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. In the event Elkhart County elects Option A, all services, deliverables, and obligations of Sidwell with respect to Option A shall be completed, provided, and performed on or before the 1<sup>st</sup> day of September, 2004. In the event Elkhart County elects Option B, all services, deliverables, and obligations of Sidwell with respect to Option B shall be completed, provided, and performed on or before the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

B. With respect to the services listed under the Section "Installation and Training" on the detailed pricing spreadsheet attached to the Contract Agreement, such services shall be performed and provided by Sidwell for Elkhart County only in accordance with a separate written notice to proceed and authorization furnished by the contract liaison for Elkhart County. Elkhart County may reallocate the estimated hours of service to be provided by Sidwell in providing these Installation and Training services for Elkhart County by written notice to Sidwell provided by the contract liaison for Elkhart County and further may reduce the hours of service or request additional hours of service for Installation and Training through written notice from the contract liaison for Elkhart County to Sidwell. With respect to the GIS Consulting services listed under the Section "Installation and Training" on the detailed pricing spreadsheet attached to the Contract Agreement, such services shall be performed and provided by Sidwell for Elkhart County only in accordance with a separate written notice to proceed and authorization furnished by the contract liaison for Elkhart County.

2. TIME DEVOTED TO WORK. In the performance of the services and assistance under the Contract Agreement, the hours Sidwell is to work on any given day for Elkhart County will be entirely within Sidwell's control. It is understood and acknowledged by Sidwell and Elkhart County that the services and assistance to be provided under the Contract Agreement are as estimated on the

detailed pricing spreadsheet attached to the Contract Agreement although the actual hours and times when such services will be provided is in the control of Sidwell.

3. PAYMENT AND CLAIMS. Sidwell shall be responsible for preparing and presenting to Elkhart County properly itemized claim forms each month designating the services and deliverables provided in the prior month for which payment is expected from Elkhart County. On-site travel expenses will be based upon actual expenses with receipts or other supporting expense documentation provided to Elkhart County subject to and limited by a One Hundred Fifty Dollars (\$150.00) per day, per person rate. Such claims shall be subject to the regular claims review and processing procedures utilized by Elkhart County and as provided by state statute. Payment shall be made in arrears for services and deliverables satisfactorily performed and provided subject to a \_\_\_\_\_ percent (\_\_\_\_\_% ) retainage. Retainage shall be released within thirty (30) days after Elkhart County's review, satisfactory testing, and acceptance of all services and deliverables, including if elected Options A and B, provided under the Contract Agreement by Sidwell.

4. RELATIONSHIP OF PARTIES. The means, manner, and method of performance of the services required by the Contract Agreement shall be within the control and discretion of Sidwell. It is understood and agreed between the parties that Sidwell is an independent business providing professional services to Elkhart County and is an independent contractor in the performance of each and every part of the Contract Agreement. No agent, employee, or servant of Sidwell or Elkhart County shall be or shall be deemed to be the employee, agent, or servant of the other party. None of the benefits provided by Sidwell or Elkhart County to their respective employees, including, but not limited to workmen's compensation insurance, unemployment insurance, and benefits are available to the employees, agents, or servants of the other party. In no event shall Elkhart County be responsible or liable for any debts, liabilities, or other obligations of Sidwell.

5. NON-SOLICITATION OF EMPLOYEES. During the term of the Contract Agreement and for a period of one (1) year thereafter, Sidwell shall not solicit any employee of Elkhart County to leave the employment of Elkhart County. Elkhart County hereby agrees to the same limitations with respect to the employees of Sidwell.

6. QUALITY ASSURANCE/QUALITY CONTROL. While Sidwell does not warrant nor guarantee the accuracy and consistency of Elkhart County's existing cadastral GIS data set, Sidwell does warrant and represent that its services and data conversion process will produce an accurate and valid conversion of the existing Elkhart County GIS cadastral data into a functioning GIS Geodatabase. For example, Elkhart County understands and expects that if a particular error is resident in its existing cadastral GIS data set, that Sidwell's conversion into a GIS Geodatabase will contain the same error; Sidwell's warranty and representation is to assure Elkhart County that the conversion of the existing Elkhart County GIS cadastral data into a GIS Geodatabase will not corrupt the existing data and will not introduce additional errors or errors that are not currently residing in Elkhart County's existing cadastral GIS data set. If Options A and/or B are elected by Elkhart County, Sidwell further warrants and represents that its services will produce accurate and valid updated GIS data sets for those areas of Elkhart County for which it is assigned responsibility for maintenance work under Option A and accurate and valid hard copy map solutions with respect to Option B. Elkhart County shall have \_\_\_\_\_ ( ) days after services are completed, deliverables provided, and training completed with respect to the GIS Geodatabase for testing and acceptance. The same number of days for testing

and acceptance shall be available to Elkhart County after completion and delivery of the Option A services if elected and after completion, delivery, and training with respect to the Option B services if elected by Elkhart County. If any services or deliverables are not accepted by Elkhart County, Sidwell shall be responsible for correcting any deficiencies in its work in order to satisfy the performance and warranty standards stated herein.

7. LICENSES, WARRANTIES AND REPRESENTATIONS. Sidwell warrants and represents that it has the authority to license to Elkhart County the software products to be provided pursuant to the Contract Agreement. Sidwell agrees to defend, hold harmless, and indemnify Elkhart County from any claims, demands, actions, causes of action, liabilities, obligations, penalties, fines, costs, expenses, and reasonable attorney fees incurred or suffered by Elkhart County as a result of any breach of this license warranty.

8. CONSTRUCTION AND APPLICABLE LAW. The Contract Agreement and this Addendum shall be construed so as to be valid and enforceable. Each provision shall be construed as separate, to the end that if any part of it shall be held invalid for any reason, the remainder shall continue in full force and effect. The Contract Agreement and this Addendum shall be governed by and shall be construed in accordance with the laws of the State of Indiana without resort to conflict of law principles. Venue and jurisdiction of any claim or dispute shall be exclusively in the state or federal courts in the State of Indiana.

9. ASSIGNMENT. Sidwell shall not assign nor subcontract the whole or any part of the Contract Agreement without Elkhart County's prior written consent.

10. INDEMNIFICATION AND INSURANCE. Sidwell agrees to defend, indemnify, and save harmless Elkhart County and its elected officials, officers, appointees, employees, agents, and representatives from any and all claims, demands, actions, and causes of action of any nature whatsoever which may arise from or be attributable to Sidwell's performance, non-performance, breach, or violation of the Contract Agreement or which may arise from or be attributable to the actions and omissions of Sidwell's employees, agents, and representatives. In this regard:

A. Sidwell shall obtain professional liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) which insurance shall name Elkhart County as an additional insured. Sidwell shall also obtain public liability insurance in a minimum amount of One Million Dollars (\$1,000,000.00) which insurance shall name Elkhart County as an additional insured. Sidwell warrants that it shall maintain such professional and public liability insurance in effect during the term of the Contract Agreement; or

B. Sidwell shall provide Elkhart County a performance and payment bond assuring the full and adequate performance of the Contract Agreement and this Addendum executed by Sidwell and a surety licensed to do business in the State of Indiana.

11. DEFAULT AND REMEDIES. In the event that either party defaults in the performance of the obligations required under the Contract Agreement or this Addendum, the non-defaulting party may terminate upon thirty (30) days written notice to the defaulting party specifying the default and its intent to terminate. In the event the defaulting party fails to cure the default within said thirty (30) day

period, then the Contract Agreement and this Addendum shall terminate without further liability on the part of the non-defaulting party. Such termination, however, shall not foreclose the non-defaulting party from recovering any legal or equitable relief for the default of the defaulting party. The non-defaulting party shall also be entitled to recover its enforcement or collection costs including reasonable attorney fees.

12. NOTICE. For purposes of administering the Contract Agreement and this Addendum, Sidwell and Elkhart County shall each appoint a Contract Liaison. Any notices required by the Contract Agreement or this Addendum shall be given to the Contract Liaison either personally or at their respective mailing address as hereinafter stated, which notices shall be given in writing and any such notice shall be effective upon receipt if personally given or upon deposit by certified mail with return receipt requested in the United States Postal Service with proper postage prepaid as follows:

ELKHART COUNTY  
CONTRACT LIAISON:

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SIDWELL  
CONTRACT LIAISON:

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Elkhart County and Sidwell may change their appointed Contract Liaison as named above by providing written notice of such change to the other party in accordance with the notice provisions of this paragraph.

13. ENTIRE AGREEMENT. The Contract Agreement and this Addendum contains the entire agreement of the parties and supercedes all prior discussions, negotiations, proposals, undertakings, and agreements regarding the services and assistance to be provided by Sidwell to Elkhart County. In the event of any conflict between the terms and provisions of the Contract Agreement and this Addendum, the resolution of the conflict shall be governed and determined giving priority and reliance upon: First - this Addendum; Second - The Contract Agreement with its accompanying attachments.

14. BINDING AGREEMENT. The Contract Agreement and this Addendum shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; subject, however, to the limitations upon Sidwell's assignment as provided above.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first above written.

SIDWELL:

The Sidwell Company

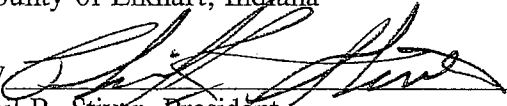
\* By: \_\_\_\_\_  
Neal Carpenter, Executive Vice President


*\* Signature on the original Contract*

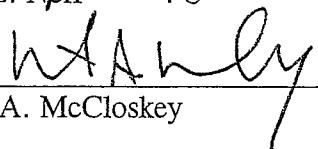


ELKHART COUNTY:

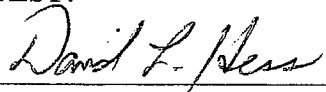
County of Elkhart, Indiana

By   
Phil R. Stiver, President

By   
Philip E. Neff

By   
Martin A. McCloskey

ATTEST:

  
David L. Hess  
Elkhart County Auditor

M:\Attorneys\cbuche\A-I\county (431-064)\gis\sidwell addendum (marked up).doc

YODER, AINLAY, ULMER & BUCKINGHAM, LLP

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OF COUNSEL  
CHARLES W. AINLAY

GEORGE E. PEPPE  
1907-1963

FRANK E. YODER  
1917-1996

\*ALSO ADMITTED IN NEW YORK

e-mail: [cbuche@yaub.com](mailto:cbuche@yaub.com)

May 11, 2004

Mr. Thomas E. Byers  
Elkhart County Administrator  
County Administration Bldg.  
117 N. Second  
Goshen, IN 46526

Mr. David L. Hess  
Elkhart County Auditor  
County Administration Bldg.  
117 N. Second  
Goshen, IN 46526

Re: Sidwell Contract Proposal  
GIS Services

Dear Tom and Dave:

Please find enclosed a revised Independent Contractor Addendum for your review based upon our last meeting with Sidwell representative, Joyce West. To draw your attention to the changes made from the earlier draft of this Addendum, revisions have been made in Paragraphs One (1), Ten (10), and Twelve (12). The revisions in Paragraph One (1) deal with the date of completion for the parcel maintenance services if elected and provide Elkhart County flexibility with respect to utilizing the professional services. The changes in Paragraph Ten (10) provide Sidwell the option of providing insurance or a performance and payment bond in order to provide Elkhart County some protection under the Agreement. Finally, the changes in Paragraph Ten (10) deal with the appointment of a Contract Liaison and notice to and through that Contract Liaison for purposes of administering the Contract Agreement and the Addendum. If you have any questions, comments, or further revisions, please let me know. Otherwise, please feel free to forward it on to Sidwell for consideration relative to the proposed project.

Very truly yours,

YODER, AINLAY, ULMER & BUCKINGHAM, LLP

  
Craig M. Buche

CMB/kjt  
enclosure

# THE CINCINNATI INSURANCE COMPANY

APPROVED BY THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A312 (December 1984 Edition)

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR (Name and Address):**

The Sidwell Company  
675 Sidwell Court  
St. Charles, IL 60174

**SURETY (Name and Principal Place of Business):**

THE CINCINNATI INSURANCE COMPANY  
6200 S. GILMORE ROAD  
CINCINNATI, OHIO 45014-5141

**OWNER (Name and Address):**

Elkhart County, IN  
C/O Elkhart County Auditor  
117 N. 2nd Street  
Goshen, IN 46526  
CONSTRUCTION CONTRACT

Date: 06/14/2004

Amount: \$120,954

Description (Name and Location): Geographic Information Systems including software and training, Cadastral Mapping and Professional Services  
BOND

Date (Not earlier than Construction Contract Date): 06/14/2004

Amount: \$120,954

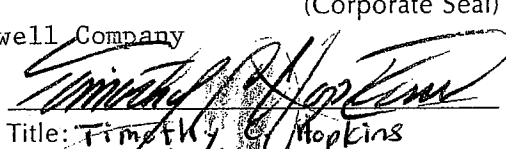
Modifications to this Bond:

☒ None

☐ See Page 3

**CONTRACTOR AS PRINCIPAL**

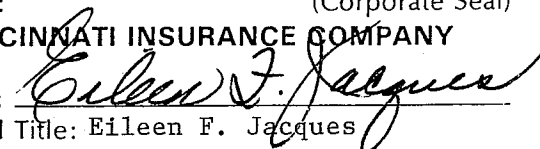
Company: (Corporate Seal)  
The Sidwell Company

Signature:   
Name and Title: Timothy C. Hopkins  
President

(Any additional signatures appear on page 3)

**SURETY**

Company: (Corporate Seal)  
THE CINCINNATI INSURANCE COMPANY

Signature:   
Name and Title: Eileen F. Jacques  
Attorney-in-Fact

(FOR INFORMATION ONLY—Name, Address and Telephone)

**AGENT or BROKER:**

Spillman & Wotyla, Inc.  
568 Pennsylvania Avenue  
Glen Ellyn, IL 60137  
630-469-4388

**OWNER'S REPRESENTATIVE (Architect, Engineer or other party):**

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3 If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4 When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1 Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5 If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6 After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

7 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

8 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

9 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

## **POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE**

Your policy (or the policy proposed to you) contains coverage for certain losses caused by terrorism.

### **Premium:**

We are required to notify you of the portion of the premium, if any, attributable to the coverage for terrorist acts certified under the Terrorism Risk Insurance Act of 2002.

- The portion of your premium that is attributable to coverage for terrorist acts certified under the Act is

\$ -0-

### **Federal Participation:**

The Act also requires us to provide disclosure of federal participation in payment of terrorism losses.

- Effective November 26, 2002, under your policy (or the policy proposed to you), any losses caused by certified acts of terrorism would be partially reimbursed by the United States Government, Department of Treasury, under a formula established by federal law. Under this formula, the United States pays 90% of covered terrorism losses exceeding the statutorily established deductible paid by the insurance company providing the coverage.

### **Act of Terrorism:**

As defined in Section 102(1) of the Act, the term "act of terrorism" means any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission; and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

STATE OF ILLINOIS

COUNTY OF DU PAGE

On this 14<sup>th</sup> day of June, 2004, before me came *Eileen F. Jacques* who executed the preceding instrument, to me personally known, and being by me duly sworn, said that she is the therein described and authorized ATTORNEY-IN-FACT of *The Cincinnati Insurance Company* that the seal affixed to said instrument is the Corporate Seal of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Marcia M Early*

Notary Public

seal

